



PURCHASING OFFICE - BUREAU DES ACHATS

Procurement Hub | Centre d'appvisionnement
Fisheries and Oceans Canada | Pêches et Océans
Canada
200 Kent Street | 200 rue Kent
Ottawa, ON K1A 0L8

CONTRACT - CONTRAT

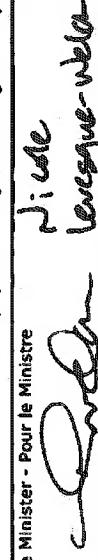
Canada accepts your bid to provide to Canada the goods, services
or both described in the Contract in accordance with the conditions
and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les
biens, services ou les deux décrits dans le contrat conformément
aux conditions et aux prix prévus au contrat.


Denis Barbeau, Partner
May 17, 2019

Name and Address of Contractor
Nom et adresse de l'entrepreneur

123033615PG0001
SystemsScope Inc.
SystemsScope
61A York Street
Ottawa, Ontario
CANADA, K1N 5T2

File No. - Nº de dossier	FP802-190064					
Date of Contract - Date du contrat	2019-05-16					
Contract No. - Nº du contrat	FP802-190064					
Client Reference No. (optional) - Nº de référence du client (facultatif)	FP959-190001					
Financial Code(s) - Code(s) financier(s)	65600-524-120-4403-00000-6					
Duty - Droits	Applicable Taxes / Taxes applicables					
<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Excluded	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Excluded			
	Inclus	En sus	En sus			
FOB - FAB	FOB destination					
Destination	Fisheries and Oceans Canada 200 Kent Street Ottawa, ON K1A 0E6					
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à : See herein						
Address inquiries to: - Adresser toute demande de renseignements à : Daisy Suk Wah Yee DaisySukWah.Yee@dfo-mpo.gc.ca						
Area code and Telephone No. Code régional et Nº de téléphone		Facsimile No. Nº de télécopieur				
343-548-8241		N/A				
Total estimated cost - Coût total estimatif	\$3,300.00 (excluding taxes)					
For the Minister - Pour le Ministre	 Julie Leveque-Weller					

Canada

ProServices

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Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1 Security Requirements

There is no security requirement applicable to this Contract.

2 Statement of Work

This Contract is being issued for the requirement of Professional Services, specifically of one (1) senior Organizational Design and Classification Consultant, for the Budgeting, Planning and Financial Management Branch of the Office of the Chief Financial Officer for Fisheries and Oceans Canada (DFO) under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Annex "A" Statement of Work.

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2018-06-21), General conditions: Professional services (medium complexity) apply to and form part of the Contract.

4 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: Barry Cooper.

5 Term of Contract

5.1 Period of the Contract

The period of the Contract is from date of Contract to June 10, 2019 inclusive.

s.19(1)

Contract No. - N° du contrat
FP802-190064

Amd. No. - N° de la modif.

6 Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Daisy Suk Wah Yee
Senior Contracting Officer
Materiel and Procurement Services
Financial and Materiel Management Operations
Fisheries and Oceans Canada
Government of Canada

200 Kent Street
Ottawa, ON K1A 0E6
Cellphone: 343-548-8241
E-mail: DaisySukWah.Yee@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:

Tom Roberts
Director General, Budget Planning and Financial Management
Office of the Chief Financial Officer
Fisheries and Oceans Canada
Government of Canada

200 Kent Street
Ottawa, ON K1A 0E6
Telephone: 613-993-9372
Email: Tom.Roberts2@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

Denis Barbeau
Partner
61A York Street
Ottawa, ON K1N 5T2

Telephone: (613) 230-8330, ext. [REDACTED]
Facsimile: (613) 230-8384
E-mail address: [REDACTED]

7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

8 Payment

8.1 Basis of Payment – Fixed Per-Diem Rate

The Contractor will be paid an all-inclusive fixed per-diem rate as determined in accordance with the Basis of Payment in Annex B, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

8.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

8.3 Limitation of expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$3,300.00.
Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

9 Method of Payment - Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

10 T1204 - Direct Request by Customer Department

SACC Manual Clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department

11 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

12 Time Verification

SACC Manual Clause C0711C (2008-05-12), Time Verification

13 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract.

2. Invoices must be distributed as follows:
 - a. The original must be forwarded to DFO.invoicing-facturation.MPO@canada.ca for certification and payment.

b. The contract file number and the Project Authority and/or AP Coder's name shall be clearly stated on the invoice.

14 No Responsibility to Pay for Work Not Performed due to Closure of Government Offices

- a. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

15 Certifications and Additional Information

15.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

16 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

17 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2018-06-21), General conditions: Professional services (medium complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Supply Arrangement Number E60ZT-180027/142/ZT; and
- (f) the Contractor's bid dated May 15, 2019, as amended on May 16, 2019.

18 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

19 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

20 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

21 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a. Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee.

- b. During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor.
- c. If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

22 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

23 Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
 - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract;
 - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications)
 - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada)

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- d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work
 - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract
 - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

24 Insurance - No Specific Requirement

SACC Manual Clause G1005C (2016-01-28), Insurance - No Specific Requirement

ANNEX "A"

STATEMENT OF WORK

1. Overview of Requirement

The Budgeting, Planning and Financial Management Branch of the Office of the Chief Financial Officer in Fisheries and Oceans Canada (DFO) requires the services of one (1) senior Organizational Design and Classification Consultant to prepare an EX-01 work description and rationale for a new Director position in the Budgeting, Planning and Financial Management Branch.

2. Methodology, Tasks and Deliverables

Subject to the acceptance and approval of the Project Authority, the Contractor must:

- (a) review data supplied by the Project Authority and/or Human Resources (e.g., existing or former work descriptions relevant to the new EX-01 position; the approved organization chart; documents related to the creation of the new position; and any other relevant data) to gain an understanding of the work context and activities;
- (b) conduct an interview with the Project Authority or designated representatives to gather the data required to prepare the work description;
- (c) prepare a draft work description for review by the Project Authority and other parties that the Project Authority may involve;
- (d) finalize the work description to reflect feedback received through an iterative review process with the Project Authority and involved parties (Note: 2 drafts and then a final version);
- (e) liaise with Executive Resourcing and Talent Management to ensure they support the proposed EX-01 rating for the position; and
- (f) prepare the required rationale to support the approval of the new EX-01 position.

The Contractor must use the Work Description Template shown in Appendix 1 to Annex "A" for the work description. The Contractor must submit the 2 drafts and the final version of the work description in Microsoft Word format, compatible with Word 2016, to the Project Authority.

3. Location of Work

Work will be performed at the Contractor's premises located in Ottawa, Ontario.

4. Scheduling

The Contractor must complete all Work, with all deliverables received by the Project Authority, by June 10, 2019.

5. Resource Requirement and Level of Effort

The resource requirement is one (1) senior level consultant under the ProServices Category 8.2 Organizational Design and Classification Consultant.

The level of effort is estimated as a total of 3 days of effort.

6. Language of Work

The Contractor must communicate in English, both orally and written.

The Contractor must deliver the written deliverables in English, and DFO will have the documents translated.

Appendix 1 to Annex "A" **Work Description Template**

Position Description **Fisheries and Oceans**

Position Title:

Position Number:

Department:

Fisheries and Oceans Canada

Classification:

EX-1

Supervisor's Title:

DG, Budget, Planning and Financial Management

Location:

National Capital Region

Date:

General Accountability:

Organization:

Nature and Scope:

Dimensions:

Contributory:

Direct:

Staff:

Salary and Operating Budget:

Specific Accountabilities:

Approved by: _____ Date: _____

ANNEX "B"

BASIS OF PAYMENT

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1. Professional Fees

The Contractor will be paid an all inclusive fixed per-diem rate as specified in the table below, in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Canada will not pay any travel or living expenses associated with performing the Work.

CATEGORY	LEVEL	RESOURCE NAME	ESTIMATED NUMBER OF DAYS	ALL INCLUSIVE FIXED PER-DIEM RATE (CAD\$)
8.2 Organizational Design and Classification Consultant	Senior	Barry Cooper		

1. For the purpose of this Contract, a day is defined as **7.5 hours** of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed per-diem rate must be prorated to reflect the actual time worked in accordance with the following formula:

$$\text{(Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$

2. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

Total Estimated Cost of Professional Fees (excluding Applicable Taxes):

\$ 3,300.00



Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada

PURCHASING OFFICE - BUREAU DES ACHATS

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans
Canada
200 Kent Street
Ottawa, ON K1A 0E6

CONTRACT - CONTRAT

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

Denis Barbeau, Partner
June 27, 2019

Name and Address of Contractor Nom et adresse de l'entrepreneur

Denis Barbeau, Partner
SystemsScope
61A York Street
Ottawa, ON K1N 5T2

File No. - N° de dossier	FP802-190102		
Date of Contract - Date du contrat	2019-06-25		
Contract No. - N° du contrat	FP802-190102		
Client Reference No. (optional) - N° de référence du client (facultatif)	FP994-190003		
Financial Code(s) - Code(s) financier(s)	6F500-524-120-4403-00000-6		
Duty - Droits	Applicable Taxes / Taxes applicables		
<input checked="" type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus	<input type="checkbox"/> Included Inclus	<input checked="" type="checkbox"/> Excluded En sus
FOB - FAB			
Destination	200 Kent Street Ottawa, ON K1A 0E6		
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à :			
See herein			
Address inquiries to: - Adresser toute demande de renseignements à : Claude Richard claude.richard@dfo-mpo.gc.ca			
Area code and Telephone No., Code régional et N° de téléphone	Facsimile No., N° de télécopieur		
506-478-7935			
Total estimated cost - Coût total estimatif			
\$3300.00			
For the Minister - Pour le Ministre			
Richard, Claude Digitally signed by Richard, Claude Date: 2019.06.27 08:04:43 -04'00'			

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.1 Security Requirements

- 1.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC)
- 1.1.2 The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid **reliability status**, granted or approved by CISD/PSPC
- 1.1.3 The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
- 1.1.4 Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PSPC
- 1.1.5 The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C.
 - b) Industrial Security Manual (Latest Edition)

1.2 Statement of Work

This Contract is being issued for the requirement of Professional Services to provide Department of Fisheries and Oceans (DFO) with organizational design and classification consultant, under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from date of Contract award to July 31st 2019 inclusive.

Contract No / numéro du contrat :
FP802-190106

1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name and Address: Fisheries and Oceans Canada

Contact Name: Claude Richard

Telephone: (506)-478-7935

E-mail address: claude.richard@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.5.2 Project Authority

Department Name and Address

Fisheries and Oceans Canada

Chief Financial Officer, Chief Audit Executive/

200 Kent Street, 13E228

Ottawa, ON K1A 0E6

Contact Name: Nicole Primeau

Telephone: (613) 949-0303

E-mail address: Nicole.Primeau@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.5.3 Contractor's Representative

Contact Name: Denis Barbeau

E-mail address: [REDACTED]

1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

1.7 Payment

1.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in

Annex B, to a limitation of expenditure of \$3,300.00. Customs duties are included and Applicable Taxes are extra.

1.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

1.7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$3,300.00. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

1.8 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

1.9 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);

1.10 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.11 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed

- 6.11.1 Payments will be made provided that:

- 6.11.2 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca

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1.12 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.13 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

1.14 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

1.15 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (h) Supply Arrangement Number E60ZT-120001/275/ZT; and
- (i) the Contractor's bid dated May 17, 2019 amended as per email dated 2019.06.25.

1.16 Basis for Canada's Ownership of Intellectual Property

The Department of Fisheries and Oceans Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

1.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.18 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

1.19 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.20 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

1.21 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX "A" - STATEMENT OF WORK

1.0 TITLE

The Department of Fisheries and Oceans (DFO) requires 1 (one) Stream 8 Human Resources Services, Category 8.2 Organizational design and classification consultant (Senior) for evaluating EX work descriptions.

2.0 BACKGROUND

The Chief Financial Officer Sector is creating a new EX-02 (P) term position to lead the transition of the existing financial system to SAP over the next two years. It requires consulting services to prepare an EX-02 work description and rationale required to obtain approval of the new term position.

3.0 TASKS, ACTIVITIES AND DELIVERABLES

The Contractor is responsible for completing the following tasks, such as, but not limited to the following:

- review data supplied by the client (e.g., existing work descriptions relevant to the new EX-02 term position; the approved organization chart; documents related to the strategic and business priorities and plans of the position; text from submissions to senior management for approval of the new term position; and other relevant data) to gain an understanding of the work context and activities of the new position;
- conduct interviews with the Chief Financial Officer and/or other data sources identified by the client in order to gather the data required to prepare the work description;
- prepare a draft work description for review by the client and/or other involved parties;
- finalize the work description to reflect feedback received through an iterative review process with the involved parties (Note: 2 drafts and then a final version); and
- prepare the required EX-02 rationale and liaise with Human Resources to ensure they support the proposed ratings and will recommend the position be created at the proposed level.

4.0 LOCATION OF WORK, WORK SITE AND DELIVERY POINT

All work will be carried out in the National Capital Region. Although the resource will be required to work offsite (i.e., at own office), the resource must be available to meet face-to-face with DFO staff when necessary. The face-to-face meetings will take place at 200 Kent Street, Ottawa, Ontario.

5.0 LANGUAGE OF WORK

Work will be carried out in English. The Contractor's resources must have an advanced proficiency level in English as described in the table below.

Language Proficiency Grid			
	Oral	Comprehension	Written
Basic	A person speaking at this level can: <ul style="list-style-type: none">• ask and answer simple questions;• give simple instructions; and,• give uncomplicated directions relating to routine work situations.	A person reading at this level can: <ul style="list-style-type: none">• fully understand very simple texts; grasp the main idea of texts about familiar topics; and,• read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.	A person writing at this level can: <ul style="list-style-type: none">• write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	A person speaking at this level can: <ul style="list-style-type: none">• sustain a conversation on concrete topics; report on action taken;• give straightforward instructions to employees; and,• provide factual descriptions and explanations.	A person reading at this level can: <ul style="list-style-type: none">• grasp the main idea of most work-related texts;• identify specific details; and,• distinguish main from subsidiary ideas.	A person writing at this level can: <ul style="list-style-type: none">• deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	A person speaking at this level can: <ul style="list-style-type: none">• support opinions, and understand and express hypothetical and conditioned ideas.	A person reading at this level can: <ul style="list-style-type: none">• understand most complicated details, inferences and fine points of meaning; and,• have a good comprehension of specialized or less familiar material.	A person writing at this level can: <ul style="list-style-type: none">• write texts where ideas are developed and presented in a coherent manner.

6.0 Travel and Living

The Crown will not reimburse the Contractor for any travel and/or living expenses as part of this Contract.

7.0 Timeframes

The work must be completed by July 31st, 2019.

ANNEX "B" - BASIS OF PAYMENT

Resource Category	Level	Firm all-inclusive per diem rate, GST/HST extra (in Cdn \$) A	Estimated level of effort (in days) B	Total (in Cdn \$) C = A x B
8.2 Organizational design and classification consultant	3	[REDACTED]	[REDACTED]	\$3,300.00
Sub-total				\$3,300.00
Applicable Taxes				\$429.00
Total				\$3,729.00

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{(Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

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ANNEX C – SECURITY REQUIREMENT CHECK LIST (SRCL)



Government
of Canada Gouvernement
du Canada

Contract Number / Numéro du contrat
Requisition FP802-190106
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)		
PART A - CONTRACT INFORMATION (PARTIE A - INFORMATION CONTRACTUELLE)		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction	
Fisheries and Oceans Canada	Chief Financial Officer/Financial Material Management Opp.	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
	Systechmecan 11A York	
4. Brief Description of Work / Brève description du travail		
The Chief Financial Officer Sector is creating a new EX-02 (P) term position to lead the transition of the existing financial system to SAP over the next two years. It requires consulting services to prepare the EX-02 work description and rationale required to obtain approval of the new term position.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont soumises aux dispositions du Règlement sur le contrôle des données techniques?		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to the PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		
<input type="checkbox"/> Yes <input type="checkbox"/> Non <input checked="" type="checkbox"/> Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information suquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable A ne pas diffuser <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :	Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A <input type="checkbox"/>	PROTECTED A <input type="checkbox"/>	PROTECTED A <input type="checkbox"/>
PROTECTED B <input checked="" type="checkbox"/>	PROTECTED B <input type="checkbox"/>	PROTECTED B <input type="checkbox"/>
PROTECTED C <input type="checkbox"/>	PROTECTED C <input type="checkbox"/>	PROTECTED C <input type="checkbox"/>
CONFIDENTIAL <input type="checkbox"/>	CONFIDENTIAL <input type="checkbox"/>	CONFIDENTIAL <input type="checkbox"/>
SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>	COSMIC TOP SECRET <input type="checkbox"/>	TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>	COSMIC TRÈS SECRET <input type="checkbox"/>	TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/GCT 380-103(2004/12)

Security Classification / Classification de sécurité

Canada

Contract No / numéro du contrat :
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Government
of Canada

Gouvernement
du Canada

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

No Non Yes
 Non Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No Non Yes
 Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

RELIABILITY STATUS
COTE DE FIABILITÉ

CONFIDENTIAL
CONFIDENTIEL

SECRET
SECRET

TOP SECRET
TRÈS SECRET

TOP SECRET - SIGINT
TRÈS SECRET - SIGINT

NATO CONFIDENTIAL
NATO CONFIDENTIEL

NATO SECRET
NATO SECRET

COSMIC TOP SECRET
COSMIC TRÈS SECRET

SITE ACCESS
ACCÈS AUX EMPLACEMENTS

Special comments
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties de travail?

No Non Yes
 Non Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

No Non Yes
 Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

No Non Yes
 Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

No Non Yes
 Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No Non Yes
 Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No Non Yes
 Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No Non Yes
 Non Oui

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For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requise aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉE			CLASSIFIED CLASSIFIÉE			NATO			COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECRET TRÈS SECRET	NATO PROTECTED NATO DIFFUSION RESTRICTÉE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET	COMINT TOP SECRET COMINT TRÈS SECRET	PROTECTED PROTÉGÉE	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECRET TRÈS SECRET	
Information / Assets renseignements / Biens matériels															
1) Modèle / Support TI 2) Lire / Plan technique															

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par le présent LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Non Yes

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? Non Yes

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Contract No / numéro du contrat :
FP802-190106



Government
of Canada Gouvernement
du Canada

Contract Number / Numéro du contrat
Requisition FP944-190003

Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Charge de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Nicole Primeau	Interim, Director General, FMMO		
Telephone No - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613 990-8082		Nicole.Primeau@dfo-mpo.gc.ca	JUN 14 2019
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Christian Guay	Security Officer		
Telephone No - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <small>No <input type="checkbox"/> Oui</small>			
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
		Digitally signed by Richard, Richard, Claude Date: 2019-06-20 15:22:40 -04'00'	
Telephone No - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Government
of Canada Gouvernement
du Canada

Contract Number / Numéro du contrat

Requisition FP844-180003

Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D'APPROVAL			
13. Organization Project Authority / Charge de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Nicole Primeau	Interim, Director General, PMMO		
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613 930-4082		Nicole.Primeau@pmo-mpo.gc.ca	JUN 14 2019
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Christian Guay	Security Officer		
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui			
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
		Richard, Claude Digitally signed by Richard, Date: 2019-06-18 15:22:40-04'00'	
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur	E-mail address - Adresse courriel	Date

CONTRACT - CONTRAT

Page	1	of	15
PWGSC File No. - № de référence des TPSGC	N/A		
Date of Contract - Date du contrat	2019-07-10		
Contract No. - № du contrat	F5211-180683		
Requisition No. - № de la demande			
Order Office	Yr	Serial No.	
Bureau demandeur	An	№ de série	
FP894	18	035	
Financial Code(s) - Code(s) financier(s)			
6H310-321-120-4403-00000-6			
Duty - Droits			
N/A			
F.O.B. - F.A.B.			
N/A			
Goods and Services Tax - Taxe sur les produits et services			
N/A			
Destination			
FISHERIES AND OCEANS / PECES ET OCEANS			
DG - OCEANS DIRECTORATE			
OCEANS & SCIENCE SECTOR			
200 KENT STREET, STN. 12E230			
OTTAWA, ON			
You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the prices or prices set out therefor.			
Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).			
<div style="border: 1px solid black; padding: 10px; text-align: center;"> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> The vendor hereby accepts this contract Le fournisseur accepte le présent contrat </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">  Julie Perzack, Vice President Signature </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> July 10/2019 Date </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> Name, title of person authorized to sign (type or print) Nom et titre du signataire autorisé (caractère d'impression) </div> <div style="border: 1px solid black; padding: 5px;"> Signature </div> </div>			
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: See Herein			
Address inquiries to: Adresser toute demande de renseignements à: Michael Peters Michael.Peters@DFO-MPO.GC.CA			
Telephone No.	Faximile No.		
Nº de téléphone	Nº de télécopieur	() -	
(506) 429-2359			
Total est. cost - Coût total est.	For the Minister - Pour le Ministre		
\$70,000.00	 Digitally signed by Jamiey Guerrero Date: 2019-07-10 15:56:07		

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

Stratos Inc.
 1404-1 Nicholas Street
 Ottawa, On
 K1N 7B

Canada

ProServices

**10.6 Risk Management Specialist – Senior
For
Department of Fisheries and Oceans**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

6.1 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

1. The Contractor must, at all times during the performance of the Contract , hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to **PROTECTED/CLASSIFIED** information, assets or sensitive work site(s) must **EACH** hold a valid personnel security screening at the level of **RELIABILITY STATUS/SECRET** granted or approved by CIISD/.
3. The Contractor **MUST NOT** remove any **PROTECTED/CLASSIFIED** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CIISD/.
5. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List, attached at Annex C;
 - b. Industrial Security Manual(Latest Edition).

6.2 Statement of Work

This Contract is being issued for the requirement of Professional Services for one (1) 10.6 Risk Management Specialist - Senior under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Annex "A" Statement of Work.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to January 31, 2020 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Contact Name: Michael Peters
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services
Address: 301 Bishop Drive Fredericton, NB E3C 2M6
Telephone: 506-429-2359
Facsimile: 506-452-3676
E-mail address: Michael.Peters@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

Contact Name: Émilie-Pier Maldemay
Title: Acting Senior Marine Conservation Advisor
Department: Fisheries and Oceans Canada
Address: 200 Kent St, Ottawa ON, K1A 0E6
Telephone: 613-614-2752
E-mail address: Emilie-Pier.Maldemay@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Contact Name: Stefan Reinecke
Telephone: 613-241-1001 ext. 234
E-mail address: sreinecke@stratos-sts.com

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with *Contracting Policy Notice: 2012-2* of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$70,000.00. Customs duties are included and Applicable Taxes are extra.

6.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$70,000.00. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.8 Method of Payment – Monthly Payment

SACC Manual clause H1008C (2008-05-12), Monthly Payment

6.9 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

6.10 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed; and
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to DFO.invoicing-facturation.MPO@canada.ca
 - i. for certification and payment. CC: AP Coder - Yvon Duhaime
 - ii. The contract file number and the Project Authority and AP Coder's name shall be clearly stated on the invoice.

6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (c) General conditions (2018-06-21): Professional services (medium complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Annex C, Security Requirements Check List;
- (g) Supply Arrangement Number E60ZT-180027/028/ZT; and
- (h) the Contractor's bid dated April 15, 2019.

6.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.16 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

6.17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

6.18 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

6.19 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

6.20 SACC Manual Clauses

SACC Manual Clause A3015C (2014-06-26), Certifications – Contract.

ANNEX "A" STATEMENT OF WORK

1. Scope

1.1. Title

Oceans Management Activities: Risk Management

1.2. Introduction

Integrated Oceans Management (IOM) is a comprehensive ecosystem approach to decision-making within Canada's oceans. Fisheries and Oceans Canada (DFO), Oceans Management Directorate has over 15 years of experience delivering the IOM Program. The *Oceans Act* both obligates and enables the Minister of Fisheries and Oceans Canada to undertake integrated management activities within ocean areas. These activities include, but are not limited to, the ability to:

- Lead and facilitate the development and implementation of plans for the integrated management of all activities or measures in or affecting estuaries, coastal waters and marine waters;
- Develop and implement policies and programs with respect to all activities or measures in or affecting coastal waters and marine waters;
- Establish marine environmental quality (MEQ) guidelines, objectives, and criteria, respecting estuaries, coastal waters and marine waters;
- Lead and coordinate the development and implementation of a national system of marine protected areas (MPAs) on behalf of the Government of Canada, including the designation of MPAs under the *Oceans Act*.

To support delivery of the IOM Program the Oceans Management Directorate requires assistance with the completion of a risk management guidance module.

Oceans Management has done considerable work over the last few years to develop and advance a risk management approach to inform decision making for MPAs and other oceans management contexts. Oceans Management has decided to use a six-step approach to a national ecological risk module based on the CAN/CSA-ISO 3100-10 (R2015) – Risk management – Principles and guidelines. The module contains both requirements and guidance for each step.

Several key elements of this module have been agreed upon, including the desired outcomes and the risk approach (clear process, nationally consistent process, risk-based decision-making, fair and defendable process); how to apply the precautionary approach; establishing the context; consequence (or impact), likelihood and uncertainty criteria; and normal and low tolerance risk matrices (heat maps). The approach to risk monitoring is also well advanced. However, there are a few elements of the risk module that are outstanding as described below.

1.3. Specific Requirements

DFO requires a Contractor to complete the National Oceans Management Ecological Risk Module. The primary outstanding work required is to develop a clear and defendable approach to risk assessments, including for risk identification, risk analysis, risk evaluation (proposal of risk tolerance for the Program) and risk treatment. This work would take into account an already completed analysis of varying regional approaches to ecological risk assessments, including analysis of how risk identification and risk analysis is done in these approaches.

There are currently two primary approaches to risk in the Oceans Program: an approach that focuses on risk assessment of events related to the achievement of conservation

objectives and an impact-based analysis of risk from pressures induced from human activities to conservation priorities (species, habitats or ecological functions).

In addition, the Contractor will need to ensure that the overall module is coherent and every step is complete. The module must clearly outlined and provide requirements for national consistency and guidance that will be generally applicable in Oceans Management contexts (e.g. MPA network site prioritization for conservation, MPA establishment, MPA management, Marine Environmental Quality).

Working collaboratively with the Technical Authority, the Contractor will work with the Oceans Management Risk Working Group (that has national and regional representation) to achieve consensus on the approach.

The Contractor will also be required to provide ongoing support to regional risk practitioners as they conduct ecological risk assessments for Areas of Interest (AOIs) in the MPA establishment process and for activity plans in the MPA management process. There are currently two regions undertaking risk assessments, and there is an expectation of approximately three more assessments being undertaken during the contract period. The degree of support required will likely vary between regions; however, at a minimum, the Contractor will need to familiarize itself with the various assessments and be able to provide telephone support and/or written feedback.

The consultant will need to support the development of risk communications material, specifically to support internal approval processes. Finally, the Contractor will be asked to provide other risk-related support as needed and as the final budget allows.

2. Requirements

2.1. Tasks, Activities, Deliverables and Milestones

- A. Lead the development of a national risk methodology for risk assessment, particularly with respect to risk identification and analysis.
 1. Gain understanding of an already completed comparative analysis of current DFO Oceans Management approaches to risk assessments.
 2. Lead the planning and delivery of a face-to-face meeting with key regional practitioners with risk expertise or/and that have recently undertook or are currently undertaking risk assessments, at which the consultant will present the results of the comparative analysis (referenced in Task 2.1.A.1). The aim of the meeting is to gain consensus from key regional practitioners on a recommended national approach to risk assessments that resolves outstanding issues, including elements with respect to varying risk identification and risk analysis methodologies being developed and used in different regions. The Contractor will be required to responding to feedback provided by risk practitioners.
 3. Develop recommendations on the national approach based on the results of the face-to-face meeting.
 4. Develop risk tolerance, heat maps and treatment elements for the Module.
 5. Seek initial feedback from the Oceans Risk Working Group (ORWG), respond to input received and support the process of obtaining consensus from the ORWG and managers of the Oceans Management Program on the proposed national risk approach, including risk tolerance, heat maps and treatment elements.

Deliverable: Agreed-upon national approach for risk assessment.

B. Complete the draft Oceans Management Ecological Risk Module

1. Describe the risk assessment approach in the Oceans Management Ecological Risk Module and ensure the completion of any outstanding sections and overall cohesion of the module.
2. Seek final feedback from the Oceans Risk Working Group (ORWG), respond to input received and support the process of obtaining consensus from the ORWG and managers of the Oceans Management Program on the final Oceans Management Ecological Risk Module.

Deliverable: Completed Oceans Management Ecological Risk Module.

C. Support regional practitioners as they undertake ecological risk assessments as part of the MPA establishment process and MPA activity plan review in the MPA management process by:

1. Reviewing regional ecological risk assessment approaches for MPA establishment (this work will also be part of and inform Task 2.1.A.1 described above).
2. Offering written feedback on regional risk assessment approaches with the aim to, as much as possible, instill national consistency among the approaches.
3. Providing over-the-phone support as needed to explain feedback (identified in Task 2.1.C.2 above) or to discuss any pertinent elements to regional risk assessment approaches.

Deliverable: Ongoing written feedback and phone-based support of regional practitioners as needed (and as budget allows).

D. Develop internal risk communications materials

1. Develop or provide feedback on risk communication documents to inform management of developments pertaining to the National Oceans Management Ecological Risk Module and to support the internal approval process to finalize the Module.

Deliverable: Internal risk communications materials.

E. Other risk support

Deliverable: Risk support is provided as needed and as budget allows.

2.2. Specifications and Standards

The work shall meet the specifications and standards deemed appropriate by managers within the Oceans Management Directorate and consistent with other guidance developed for the Oceans Program.

2.3. Method and Source of Acceptance

The work will meet standard DFO requirements for work of a similar nature for use internally by DFO.

2.4. Reporting Requirements

The contractor will need to report on progress to the Project Authority on a bi-weekly basis through teleconference to make sure milestones are being met. The contractor will also need to present draft products to managers within the Oceans Management Directorate prior to their finalization to make sure the products meet the requirement of the Oceans Program.

2.5. Change Management Procedures

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

2.6. Ownership of Intellectual Property

The resulting product or service will not lead to the creation of intellectual property.

3. Other Terms and Conditions of the SOW

3.1. DFO Support

No access to facilities, the loan or use of Government Furnished Equipment, networks is required. There will only be access to unrestricted documentation and departmental reports. DFO staff will be made available for interviews.

3.2. Location of Work, Work site and Delivery Point

All work will be conducted off-site at the contractor's place of business.

3.3. Language of Work

All work will be conducted in English at an advanced level for all three categories.

LANGUAGE PROFICIENCY GRID			
	Oral	Comprehension	Written
Basic	A person speaking at this level can: <ul style="list-style-type: none">• Ask and answer simple questions;• Give simple instructions; and• Give uncomplicated directions relating to routine work situations.	A person reading at this level can: <ul style="list-style-type: none">• Fully understand very simple texts;• Grasp the main idea of texts about familiar topics; and• Read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.	A person writing at this level can: <ul style="list-style-type: none">• Write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	A person speaking at this level can: <ul style="list-style-type: none">• Sustain a conversation on concrete topics; report on actions taken;• Give straightforward instructions to employees; and• Provide factual descriptions and explanations.	A person reading at this level can: <ul style="list-style-type: none">• Grasp the main idea of most work-related texts;• Identify specific details; and• Distinguish main from subsidiary ideas.	A person writing at this level can: <ul style="list-style-type: none">• Deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.

Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none">• Support opinions; and understand and express hypothetical and conditional ideas	<p>A person reading at this level can:</p> <ul style="list-style-type: none">• Understand most complex details, inferences and fine points of meaning; and• Have a good comprehension of specialized or less familiar material.	<p>A person writing at this level can:</p> <ul style="list-style-type: none">• Write texts where ideas are developed and presented in a coherent manner.
-----------------	---	--	--

3.4. Travel and Living

The Crown will not reimburse the Contractor for any travel and/or living expenses as part of this Contract.

4. Project Schedule

4.1. Expected Start and Completion Dates

Start date: Upon contract award

Completion date: 31 January, 2020

4.2. Schedule and Estimated Level of Effort (Work Breakdown Structure)

A. Lead the development of an approach to risk assessments (including all actions identified under 2.1.A) – From start of the contract until June, 2019. Per sub task:

B. Complete the draft Oceans Management Ecological Risk Module (including all actions identified in 2.1.B) – June-October, 2019. Per sub task:

C. Support regional practitioners with risk assessments (including all actions identified in 2.1.C) – throughout the duration of the contract. Per sub task:

D. Develop internal risk communications materials (including all actions identified in 2.1.D) – as required throughout the duration of the contract. Per sub task:

E. Other risk support as needed.

ANNEX "B" BASIS OF PAYMENT

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees

The Contractor will be paid all inclusive per-diem rates as follows:

Contract Period: Contract Award to 31 January 2020:

**10.6 Risk Management Specialist ~ Senior
Resource Name: Stefan Reinecke**

**All-inclusive fixed
Per-Diem Rate**

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

Contract#
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ANNEX "C" Security Requirements Checklist



COMMON-PS-SRCL#10

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE																											
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction																										
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant																										
4. Brief Description of Work / Brève description du travail																											
<p>5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Oui</p> <p>5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont soumises aux dispositions du Règlement sur le contrôle des données techniques?</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Oui</p> <p>6. Indicate the type of access required / Indiquer le type d'accès requis</p> <p>6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)</p> <p><input type="checkbox"/> No <input checked="" type="checkbox"/> Non <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Oui</p> <p>6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes <input type="checkbox"/> Oui</p> <p>6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes <input type="checkbox"/> Oui</p>																											
<p>7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès</p> <table border="1"> <tr> <td>Canada <input checked="" type="checkbox"/></td> <td>NATO / OTAN <input type="checkbox"/></td> <td>Foreign / Étranger <input type="checkbox"/></td> </tr> <tr> <td>No release restrictions Aucune restriction relative à la diffusion</td> <td>All NATO countries Tous les pays de l'OTAN <input type="checkbox"/></td> <td>No release restrictions Aucune restriction relative à la diffusion</td> </tr> <tr> <td>Not releasable À ne pas diffuser</td> <td>Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :</td> <td>Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :</td> </tr> </table>				Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion	Not releasable À ne pas diffuser	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :															
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<p>7. c) Level of Information / Niveau d'information</p> <table border="1"> <tr> <td>PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/></td> <td>NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/></td> <td>PROTECTED A PROTÉGÉ A <input type="checkbox"/></td> </tr> <tr> <td>PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/></td> <td>NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/></td> <td>PROTECTED B PROTÉGÉ B <input type="checkbox"/></td> </tr> <tr> <td>PROTECTED C PROTÉGÉ C <input checked="" type="checkbox"/></td> <td>NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/></td> <td>PROTECTED C PROTÉGÉ C <input type="checkbox"/></td> </tr> <tr> <td>CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/></td> <td>NATO SECRET NATO SECRET <input type="checkbox"/></td> <td>CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/></td> </tr> <tr> <td>SECRET <input checked="" type="checkbox"/></td> <td>COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/></td> <td>SECRET <input type="checkbox"/></td> </tr> <tr> <td>TOP SECRET <input type="checkbox"/></td> <td></td> <td>TOP SECRET TRÈS SECRET <input type="checkbox"/></td> </tr> <tr> <td>TRÈS SECRET <input type="checkbox"/></td> <td></td> <td>TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/></td> </tr> <tr> <td>TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/></td> <td></td> <td></td> </tr> </table>				PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input checked="" type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>	TOP SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	TRÈS SECRET <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		
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TBS/SCT 380-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Contract#
F5211-180683

Amd. No. - N° de la modif.



COMMON-PS-SRCL#19

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (Fournisseur) / PARTIE A (fournisseur)

3. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

No Non Yes Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No Non Yes Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input checked="" type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRÈT	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRÈT	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?

Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

No Non Yes Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

No Non Yes Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

No Non Yes Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?

Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

No Non Yes Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No Non Yes Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No Non Yes Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No Non Yes Oui

TBS/SCT 350-103(2004/12)

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PART C - Continuation / PARTIE C - suite

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisis dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO			COMINT					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMINT TOP SECRET	PROTECTED PROTÉGÉ	CONFIDENTIAL	SECRET	TOP SECRET	
Information / Assets															
Transmissions / Réseaux															
Production															
IT Media /															
Support IT															
IT Link /															
Link Technique															

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No Non Yes Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No Non Yes Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/BCT 360-103(2004/12)

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Government
of Canada Gouvernement
du Canada

COMMON-PS-SRCL#19

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

PART D: AUTHORIZATION / PARTIE D: Autorisation

13 Organization Project Authority / Charge de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Yvon Durâme

Title - Titre

PROGRAM OFFICER

Signature

Yvon Durâme

Date: APR 17 2019

14 Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

Christian Guay

Title - Titre

Security Officer

Signature

*guay,
christian*

Digitally signed
by guay, christian
Date: 2019-04-23
1036-54-04100*

15 Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No Non Yes Oui

16 Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Robert Bowie

Title - Titre

Contracting Officer

Signature

M. Bowie

Telephone No. - N° de téléphone

506-478-4138

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Robert.Bowie@dfo-mpo.gc.ca

Date: 2019-07-10

17 Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Saumur, Jacques O

Digitally signed by Saumur, Jacques O
DR<-CA, o=DC, ou=PROJ02-PS02,
cn=Saumur, Jacques O
Date: 2019-02-02 19:38:31 -0500

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

Jacques Saumur

Contract Security Officer

Contracts Security Division|Division des contrats sécurité /

Contract Security Program|Programme de sécurité des contrats /

Public Services and Procurement Canada|Services publics et Approvisionnement Canada

Jacques.Saumur@psgc-pwgsc.gc.ca

Telephone | Téléphone 613-948-1732

Facsimile | Télécopieur 613-948-1712

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada

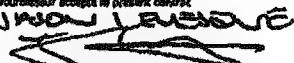
 Public Works and Government Services Canada Travaux publics et Services gouvernementaux, Canada

Fisheries and Oceans Canada
Procurement Hub
301 Bishop Drive
Fredericton, New Brunswick
E3C 2M6

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and no other supplies or services at the price or prices set out therein.

Nous vous demandons de vendre à sa Majesté la Reine du droit du Canada, en conformité avec les termes et conditions ci-dessous, les marchandises et autres services indiqués dans les présentes et aux tarifs indiqués, au(s) prix indiqué(s).

The vendor hereby accepts this contract. Le fournisseur accepte le présent contrat.		Director
		Aug. 23, 2019
Name, title of person authorized to sign (sign or print) Nom et titre de la personne autorisée (caractère d'impression). Signature Date		

Return signed copy forthwith - Veuillez de retourner une copie signée immédiatement

Adirondack Information Management Inc.
130 Albert Street
Ottawa, ON, K1P 5G4

Tel: 613-787-7710 x

Canada

PWSC/RPSCC 9400-10 (02/97)

Page 22		
PWSC/RPSCC Ref. No. - N° de référence des TPSCC		
Date of Contract - Date du contrat 2019-08-23		
Contract No. - N° du contrat FS211-190330		
Application No. - N° de la demande		
Order Office Bureau demandeur	Vr. N°	Serial No. N° de série
PP931LMR	20	02
Financial Code(s) - Code(s) financier(s) 66015-550-120-4002-75516-6		
Duty - Droits		
Included		
T.O.B. - T.A.S.		
Goods and Services Tax - Taxe sur les produits et services		
Excluded		
Destination		
Fisheries and Oceans Canada Pay Stabilization 200 Kent St, C/O 300 Laurier Ottawa, ON, K1A 0E6		
Remarks - Original and two copies are to be made out and sent to: Requêtes - Remettre l'original et deux copies à: DFOInvoicing-MPOfacturation@DFO-MPO.GC.CA		
Address inquiries to: Adresser toute demande de renseignements à: Hannah Stale Senior Contracting Officer		
Telephone No. N° de téléphone	Facsimile No. N° de télécopieur	
506-429-2622	506-452-3676	
Total ext. cost - Coût total ext.	For the Minister / Pour le Ministre	
592,000.00		

PROSERVICES SUPPLY ARRANGEMENT (SA)

**REQUIREMENT FOR
ONE (1) 4.7 BUSINESS TRANSFORMATION ARCHITECT (SENIOR)
FOR THE
DEPARTMENT OF FISHERIES AND OCEANS
CONTRACT # F5211-190330**

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1. Security Requirements

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
2. The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid Reliability Status, granted or approved by CISD/PWGSC
3. The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C.
 - (b) Industrial Security Manual (Latest Edition)

2. Statement of Work

This Contract is being issued for the requirement of Professional Services for one (1) ProServices Stream 4.7 Business Transformation Architect – Senior for the Department of Fisheries and Oceans (DFO) under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2020 inclusive.

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File No. - N° du dossier
F5211-190330**5. Authorities****5.1 Contracting Authority****The Contracting Authority for the Contract is:**

Name: Hannah State
 Title: Senior Contracting Officer
 Department: Fisheries and Oceans Canada
 Directorate: Materiel and Procurement Services
 Address: 301 Bishop Drive
 Fredericton, New Brunswick, E3C 2M6
 Telephone: 506-429-2622
 E-mail address: Hannah.State@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority**The Project Authority for the Contract is:**

Name: Cedric Kinnard
 Title: Director, HRMS and Integrated Solutions
 Organization: Fisheries and Oceans Canada
 Address: 300 Laurier Ave W
 Ottawa, ON, K1A 1J2
 Telephone: 613-790-0167
 E-mail address: Cedric.Kinnard@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name: Jason Levesque
 Title: National Director of Government Affairs
 Organization: Adirondack Information Management Inc., Amita Corporation,
 Artemp Personnel Services Inc., The AIM Group Inc., In Joint
 Venture
 Address: 130 Albert Street
 Ottawa, ON, K1P 5G4
 Telephone: 613-787-7710 x [redacted]
 Facsimile: 613-230-7183
 E-mail address: [redacted]

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$92,000.00. Customs duties are included and Applicable Taxes are extra.

7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$92,000.00. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a) when it is 75% committed, or
 - b) four months before the contract expiry date, or
 - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

8. Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

9. Invoicing Instructions

9.1 Payments will be made provided that:

- 9.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.Invoicing-facturation.MPO@canada.ca
CC AP Coder: Marshall.Rowat@dfo-mpo.gc.ca

- 9.1.2 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

10. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

11. Certifications Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

12. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

13. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract;
- (c) Annex A, Statement of Work;
- (d) Annex B Basis of Payment
- (e) Annex C, Security Requirements Check List;

- (f) Supply Arrangement Number E60ZT-180026/106/ZT; and
- (g) the Contractor's bid dated August 20th, 2019.

14. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

15. Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a) the name, qualifications and experience of the proposed replacement; and
 - b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

16. Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

17. Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a. Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;
- b. During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
- c. If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;
- d. If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

18. Government of Canada Web Standards

The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.

In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise.

19. Limitation of Liability – Information management/Information Technology

- a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

b. First Party Liability:

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims:

- I. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

20. Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
 - a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX "A" – STATEMENT OF WORK**1.0 Scope****1.1 Title**

One (1) Business Transformation Architect (Senior) for Data Analytics Process Transformation.

1.2 Introduction

Since the implementation of the Phoenix pay system in February 2016, DFO and Coast Guard employees have been disproportionately affected, with 100% of Coast Guard operational personnel experiencing pay issues. Since then, the Department has been dedicating resources to analyze, resolve issues and support employees

DFO has established the HR to Pay Systems and Employee Support Directorate that will provide critical services for all pay related activities for the department.

One of the top priorities for this new Team is the implementation of a Data Analytics team to analyze corporate enterprise data in order to disseminate information to key stakeholders and Senior Management in a timely manner.

This Analytics team is analyzing corporate and Other Government Department (OGD) enterprise data to create senior executive corporate dashboards that need to be supported on an ongoing basis. The number of dashboards and analysis requirement is expected to significantly grow over the next two years and to ensure ongoing operational stability a re-design of operational processes is required.

To facilitate this, a Contractor is required to define critical success factors for the project and to aid senior management in the design of an effective support infrastructure to enable the team to operate successfully in a dynamic, technology focused environment.

1.3 Objectives of the Requirement

The objective of this requirement is to acquire the professional services of One (1) Business Transformation Architect (Senior) to support Data Analytics Process Transformation and to work with HR to Pay Systems and Employee Support Directorate at Fisheries and Oceans Canada.

1.4 Contract Period

The period of the Contract is from date of Contract to March 31, 2020 inclusive.

1.5 Estimated Level of Effort

The estimated level of effort provided to DFO will be as follows:

Resource	Contract Period (Contract Award to March 31, 2020)
One (1) Senior Business Transformation Architect (Stream 4.7)	Up to [redacted] days*

* The Government of Canada does not guarantee a minimum number of working days.

It is anticipated that the Contractor's resource will be required for approximately 3

days per week (amount will vary depending on workload). Work can be completed both on and offsite as appropriate.

2.0 Requirements

2.1 Tasks

In collaboration with the Project Authority and team members, the Contractor's resource is responsible for (but not limited to) the following tasks:

- 2.1.1 Defining the critical success factors required to track team performance on an ongoing basis;
- 2.1.2 Perform process mapping to aid in the design on a new process architecture to provide effective support (both human and technical resources) for the team;
- 2.1.3 To define training and mentoring requirements to ensure all team members have the required competencies for their roles;
- 2.1.4 To define a go forward business strategy to support the business transformation requirements;
- 2.1.5 Identify key change management risks;
- 2.1.6 Identify areas where the organization need to realign (e.g. job re-design or re-structuring);
- 2.1.7 Conduct discovery analysis, gather requirements and create requirements documentation;
- 2.1.8 Perform facilitated Process Mapping sessions with key stakeholders;
- 2.1.9 Perform detailed Stakeholder / Process Owner Requirements Analysis;
- 2.1.10 Identification of Critical Success Factors and other Key Performance Indicators;
- 2.1.11 Identify external process bottlenecks (e.g. data coming in from OGDs);
- 2.1.12 Define process risk and creating risk mitigation plans;
- 2.1.13 Perform process modeling (including statistical modeling such as Monte Carlo simulations (where appropriate) to allow for "what if" analysis to help define future state processes;
- 2.1.14 Report writing to create documentation to support the deliverables;
- 2.1.15 Presentation writing as required; and
- 2.1.16 Meeting and discussion facilitation as required.

The activities identified above may happen in any order at the discretion of the Project Authority. It is anticipated that the workload be relatively even but there may be times where a higher workload is required. This will be communicated in advance to the Contractor's resource.

2.2 Deliverables

The Contractor's resource is responsible for (but not limited to) producing the following high level deliverables in PBIX, MS Excel, MS Word, MS Project and in PDF formats.

No.	Deliverable	Due Date
2.2.1	Initial draft project plan	Week 2
2.2.2	Approved project plan	Week 3
2.2.3	Identification of Critical Success Factors	Week 4
2.2.4	Draft of operational process maps	Week 9
2.2.5	Final approved operational process maps	Week 15
2.2.6	Draft of operational risk plan	Week 17
2.2.7	Finalized operational risk plan	Week 21
2.2.8	Creation of draft process models	Week 23
2.2.9	Finalized process models including what-if analysis	Week 25
2.2.10	Creation of draft implementation plan	Week 27
2.2.11	Final report/implementation plan	March 25, 2020 (week 28)
2.2.12	Updates as required	Ongoing

3.0 Meetings

The Contractor's resource is required to communicate progress by attending Project Team meetings and provide written status reports to the Project Authority

4.0 Specifications and Standards

All reports, deliverables, documentation and services rendered are subject to inspection and acceptance by the Project Authority. At the discretion of the Project Authority, the reports, deliverables and documentation may be requested in any of the following formats: PBIX, MS excel, MS Word, PS Project and in PDF format.

The Project Authority or an individual designated by the Project Authority is responsible for ensuring the Contractor's resource meets the specifications and standards required.

5.0 Technical, Operational and Organizational Environment

The Contractor's resource will perform work on-site at DFO in an office setting. The Contractor's resource will be provided with on-site office space and equipment, internal email access, access to GDOCS, and project files as required.

6.0 Reporting Requirements

The Contractor's Resource must meet with and provide updates to the Project Authority on a regular basis.

The Contractor is required to provide reporting updates to the Project Authority, including hours consumed, forecasted, remaining, to be tracked and provided in the form of a written status report on a monthly basic.

7.0 Method and Source of Acceptance

Work carried out by the Contractor's resource will be deemed acceptable when the Project

Authority or an individual designated by the Project Authority, has reviewed the work and given verbal or acceptance in writing.

In addition, all services rendered under the Contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any service that is not considered satisfactory, or require their correction before payment will be authorized.

8.0 Change Management Procedures

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

9.0 DFO Support

DFO will provide the following:

- Ongoing support as and when required;
- Workspaces to the Contractor's resource performing the work as required;
- All hardware, software, and networking infrastructure required for the Contractor's resource to perform the work;

10.0 Contractor's Obligations

In addition to the obligations outlined in this Statement of Work, the Contractor's resource must:

- 10.1 Report to the Project Authority any special circumstances or events affecting the provision of the required services;
- 10.2 Submit all written reports to the Project Authority (1 hard copy and 1 electronic copy) using the standard identified in this Statement of Work;
- 10.3 Attend meeting with stakeholders;
- 10.4 Participate in teleconferences, as needed;
- 10.5 Attend meetings at Department of Fisheries and Oceans sites, if required;
- 10.6 Maintain all documentation in a secure area; and
- 10.7 Return all materials belonging to Fisheries and Oceans upon completion of the Contract.

11.0 Location of Work, Work site and Delivery Point

The location of work is 300 Laurier Ave West Tower, Ottawa, Ontario, K1A 1J2. Some work could require the Contractor to attend meetings or be on site at other DFO facilities in the National Capital Region (NCR).

12.0 Travel and Living

The Crown will not reimburse the Contractor for any travel and/or living expenses as part of this Contract.

13.0 Language of Work

No translation is required.

The Contractor's resource must provide services and deliver any reports and/or documentation in English (Written, Spoken, and Comprehension) at the advanced level. Please see below legend.

Language Proficiency Grid			
	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none">• ask and answer simple questions;• give simple instructions; and,• give uncomplicated directions relating to routine work situations.	<p>A person reading at this level can:</p> <ul style="list-style-type: none">• fully understand very simple texts; grasp the main idea of texts about familiar topics; and,• read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.	<p>A person writing at this level can:</p> <ul style="list-style-type: none">• write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none">• sustain a conversation on concrete topics; report on action taken;• give straightforward instructions to employees; and,• provide factual descriptions and explanations.	<p>A person reading at this level can:</p> <ul style="list-style-type: none">• grasp the main idea of most work-related texts;• identify specific details; and,• distinguish main from subsidiary ideas.	<p>A person writing at this level can:</p> <ul style="list-style-type: none">• deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.

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Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none">• support opinions, and understand and express hypothetical and conditioned ideas.	<p>A person reading at this level can:</p> <ul style="list-style-type: none">• understand most complicated details, inferences and fine points of meaning; and,• have a good comprehension of specialized or less familiar material.	<p>A person writing at this level can:</p> <ul style="list-style-type: none">• write texts where ideas are developed and presented in a coherent manner.
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ANNEX "B" - BASIS OF PAYMENT

1. GST/HST

- a. All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- b. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

2. The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

3. **Definition of a Day/Proration:**

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

Hours worked X applicable firm per diem rate

7.5 hours

- i. All resources must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

4. The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

A -CONTRACT PERIOD – Contract Award to March 31, 2020

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

TABLE 1: Professional Fees

Name of Resource: Stephen DOLIVE					
Category of Resource	Level of Expertise	Number of required Resources	Estimated Level of Effort (Days) (A)	Firm Per Diem Rate (B)	Total Cost (C = A*B)
4.7 Business Transformation Architect	3	1			\$92,000.00
Evaluated Price (Applicable Taxes excluded):					\$92,000.00
Applicable Taxes 13%: Insert the amount, as applicable:					\$11,960.00

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ANNEX "C" – SECURITY REQUIREMENTS CHECK LIST (SRCL)

COMMON-PS-SRCL#6



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

FS211-190330

Security Classification / Classification de sécurité

UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (VERS)

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction	
DFO	4225 ESD	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail		
Phosphorus NAFT-BI Analyst		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes Oui Non Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes Oui Non Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés autorisera-t-il accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. a) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. a)		
<input type="checkbox"/> No <input checked="" type="checkbox"/> Non <input type="checkbox"/> Yes Non Non Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is required. Le fournisseur et ses employés (p. ex. nettoyage, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements et/ou CLASSIFIÉS n'est pas nécessaire.		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes Oui Non Oui		
6. c) Is this a commercial courier or delivery requiring strict non-delivery storage? S'agit-il d'un courrier ou d'une livraison commerciale sans entreposage de nuit?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes Oui Non Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restriction Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restriction Aucune restriction relative à la diffusion
Not releasable À ne pas diffuser	<input type="checkbox"/>	<input type="checkbox"/>
Restricted to / Limité à: Specify country(ies). / Préciser le(s) pays.	Restricted to / Limité à: Specify country(ies). / Préciser le(s) pays.	Restricted to / Limité à: Specify country(ies). / Préciser le(s) pays.
7. c) Level of classification / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTRIE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRÈT <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRÈT <input type="checkbox"/>
TOP SECRET TRÈS SECRÈT <input type="checkbox"/>	<input type="checkbox"/>	TOP SECRET TRÈS SECRÈT <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRÈT (SIGINT) <input type="checkbox"/>	<input type="checkbox"/>	TOP SECRET (SIGINT) TRÈS SECRÈT (SIGINT) <input type="checkbox"/>

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COMMON-PS-SRCLIS

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ES931-DRA002	
Security Classification / Classification de sécurité	
UNCLASSIFIED	

PART A: CONFIDENTIALITY / PARTIE A: CONFIDENTIALITÉ a. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité. b. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement critique? If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité. Short Title(s) of material / Titre(s) abrégé(s) du matériau : Document Number / Numéro du document :		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui												
PART B: PERSONNEL SECURITY / SUPPLIER / PARTIE B: PERSONNEL / FOURNISSEUR b. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis <table style="width: 100%; text-align: center;"> <tr> <td><input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ</td> <td><input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL</td> <td><input type="checkbox"/> SECRET SECRET</td> <td><input type="checkbox"/> TOP SECRET TRES SECRET</td> </tr> <tr> <td><input type="checkbox"/> TOP SECRET - SIGINT TRES SECRET - SIGINT</td> <td><input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL</td> <td><input type="checkbox"/> NATO SECRET NATO SECRÉT</td> <td><input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET</td> </tr> <tr> <td><input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS</td> <td colspan="3"></td> </tr> </table> Special comments Commentaires spéciaux :			<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRES SECRET	<input type="checkbox"/> TOP SECRET - SIGINT TRES SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRÉT	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET	<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRES SECRET											
<input type="checkbox"/> TOP SECRET - SIGINT TRES SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRÉT	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET											
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS														
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont reconnus, un guide de classification de la sécurité doit être fourni. b. b) May an unescorted personnel be used for portions of the work? Du personnel sans surveillance sécuritaire peut-il se voir confier des parties du travail? If Yes, will unescorted personnel be escorted? Dans l'affirmative, le personnel sera-t-il escorté?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui											
PART C: SAFEGUARDS / SUPPLIER / PARTIE C: MESURES DE PROTECTION (FCURNISSEUR) INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui											
f. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on the site or premises? Le fournisseur sera-t-il tenu de recevoir et d'enstocker sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? f. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui											
PRODUCTION			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui											
ii. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui											
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (IT)			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui											
ii. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ii. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposeront-ils d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui											

TSS/SCT 350-103(2014/12)

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FP 931-11K8003

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MARQUE - APPENDIX / MARQUELLE - ANNEXE

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, sous chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement sautées dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category/ Classe	PROTECTION PROTÉGÉE	CLASSIFICATION CLASSEMENT			NATO			COMINT					
		A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO REFUGEE	NATO CONFIDENTIAL	NATO SECRET	COMINT REFUGEE	CONFIDENTIAL	SECRET
Information / Renseignements / Daten PROTECTION													
U.S. Laws / Laws / U.S. Gesetze													
U.S. Treaties / Treaties / U.S. Verträge													

12. a) Is the description of the work contained within this SRCL PROTECTED under CLASSIFIED?
La description de travail versé par la présente LVERIS est-elle de nature PROTÉGÉE ou CLASSEÉE?

No Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to the SRCL be PROTECTED under CLASSIFIED?
La documentation associée à la présente LVERIS sera-t-elle PROTÉGÉE ou CLASSEÉE?

No Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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COMMON-IPS-SRCLBQ

Contract Number / Numéro du contrat

F5211-MR3008

Security Classification / Classification de sécurité
UNCLASSIFIED

13. Organization Project Authority / Charge de projet de l'organisme Name (print) - Nom (en lettres courtes) Title - Titre <i>Sylvie Guay</i> <i>Sylvie Guay</i>			
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsabilité de la sécurité de l'organisme Name (print) - Nom (en lettres courtes) Title - Titre Signature Christian Guay Security Officer <i>Christian Guay</i>			
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Oui			
16. Procurement Officer / Agent d'approvisionnement Name (print) - Nom (en lettres courtes) Title - Titre Signature HANNAH STATE SENIOR CONTRACTING OFFICER <i>Hannah State</i>			
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité Name (print) - Nom (en lettres courtes) Title - Titre Signature Jacques Saumur Jacques Saumur			
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saumur
Contract Security Officer
Contract Security Directorate (Division des contrats sécurisés) /
Contract Security Program, Programme de sécurité des contrats /
Public Services and Procurement Canada, Services publics et Approvisionnement Canada
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